

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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SCOPE OF WORK PROVISIONS

FOR

**TILE FINISHER
TILE SETTER**

IN

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA,
SUTTER, TEHAMA, YOLO, AND YUBA COUNTIES

162-X-1

**COLLECTIVE BARGAINING
AGREEMENT**

BY AND BETWEEN

**TILE SETTERS AND FINISHERS UNION
OF NORTHERN CALIFORNIA**

AND

**ASSOCIATED TILE CONTRACTORS
OF NORTHERN CALIFORNIA, INC.**

APRIL 1, 2001 - APRIL 1, 2004

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Department of Industrial Relations

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Div. of Labor Statistics & Research
Chief's Office

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**TILE SETTERS AND FINISHERS UNION
OF NORTHERN CALIFORNIA**

and

**ASSOCIATED TILE CONTRACTORS
OF NORTHERN CALIFORNIA, INC.**

April 1, 2001 - April 1, 2004

This Agreement, entered into this 1st day of April, 2001, by and between Tile Setters and Finishers Union of Northern California, hereinafter called "Union," and Associated Tile Contractors of Northern California, Inc., hereinafter called "Employers" or "Association," each respectively for and on behalf of such Individual Employers as are now or hereinafter authorized it to represent them in collective bargaining with the Union, and such Individual Employers not members of, or represented by, the Association, as may execute this Agreement or a counterpart hereof.

WITNESSETH:

It is hereby mutually understood and agreed, as follows:

**ARTICLE I
Recognition**

SECTION 1. The Union is hereby recognized by the Association, by its current and future general members, and by independent contractors who execute this Agreement, as the exclusive collective bargaining representative under Section 9(a) of the National Labor Relations Act for employees of the Employers classified as Tile Setters, Marble Layers, Terrazzo Layers, Tile Finishers, Terrazzo Finishers, Marble Finishers, Patch Persons and Improvers, when performing work in the following California counties: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, and Yuba.

SECTION 2. This Agreement shall cover all work of the Individual Employer whether performed at the jobsite, in the shop or elsewhere, as defined below:

(a) The laying, cutting or setting of all tile and marble where used for floors, walls, ceilings, walks, promenade roofs, exterior veneers, stair risers, facing, hearths, fireplaces and decorative inserts, together with any marble plinths, thresholds, or window stools used in connection with any tile work; also to prepare and set all concrete, cement, brickwork or other foundations or material that may be required to properly set and complete such work.

(b) The application of a coat or coats of mortar, prepared to proper tolerance to receive tile on floors, walls and ceilings regardless of whether the mortar coat is wet or dry at the time the tile is applied to it.

(c) The setting of all tile whether bonded or not with mortar; asphalt, sand or any other materials where the bed is floated, screeded, slabbed or buttered.

(d) The setting of all tile by the adhesion method with organic and/or inorganic thin-bed bonding materials where such bonding material applied to the backing surface and/or the back of the tile units or sheets of tile.

(e) The setting of tile as herein provided shall include the installation of accessories and the insertion of decorative tile insets in other materials.

(f) The setting, sealing and installation of prefabricated tile systems.

(g) The mixing of all mortars, the cleaning and grouting of tile, unpacking of all tile, handling of all materials such as sand, cement, lime, all types of tile panels, prefabricated tile units and other forms of tile or material; cleaning up of all debris.

(h) Tile Layers and Improvers will normally perform the duties set forth in Paragraphs (a) through (f), and Tile Finishers will normally perform the duties set forth in Paragraph (g). However, nothing herein shall preclude any unit employee from performing any work covered by this Agreement.

(i) Employers shall be entitled to employ one Tile Finisher for each Tile Setter regularly employed, with a variance of up to 15% allowed to each Employer.

SECTION 3. Tile as used above is defined as the following products which are not to exceed any thickness they may be placed in a two step set and grout method.

(a) All burned clay products, as used in the Tile Industry, either glazed or unglazed.

(b) All composition material, marble tiles, glass, mosaics and all substitute materials for tile made in tile-like units.

(c) All mixtures in tile-like form of cement, metals, plastics and other materials, that are made for and intended for use as a finished floor, surface, stair treads, promenade roofs,

walks, walls, ceilings, swimming pools and all places where tile is used to form a finished interior or exterior surface for practical use, sanitary finish or decorative purposes.

SECTION 4. This Agreement shall also cover the following work performed on the site of construction:

(a) Erection, installation or alteration and all cutting in connection with setting of all interior marble, exterior marble, green stone, slate or stonework, both natural and artificial, including such materials manufactured by foreign and domestic producers as are used in the erection of buildings and customarily called "stone" in the trade.

(b) Laying or installation of any brick or block made of any material, vitreous, burnt clay, cement, glass, adobe, cinder, shale, metal or any substitute material of any size, shape or weight, the application of thin brick veneer and terra cotta, regardless of the method of application and the fabrication and setting of all brick panels, whether fabricated on or off the job site.

SECTION 5. No work covered by this Agreement shall be performed at piece rates and no work shall be let by piece, contract or lump sum for labor services only. The only method of payment shall be on an hourly basis according to the provisions of this Agreement.

Work covered by this Agreement which is to be performed at the site of construction, alteration or repair of any building, structure or other work may be subcontracted only to contractors who are signatory to or otherwise agree in writing to abide by the terms and conditions of this Agreement. The individual Employer who is the prime contractor will notify the Union of the identity of the subcontractor prior to the commencement of work by the subcontractor. For the purpose of this section, a subcontractor is defined as any person, firm or corporation who agrees either orally or in writing with an Employer (other than as an employee) to perform any part of the work described by this Agreement.

The provisions of this section shall be operative to the extent permitted by law, and should any final determination of any board or court of competent jurisdiction affect the validity of such provisions, the Employer and the Union shall meet within ten days of such final determination solely for the purpose of renegotiating this section to meet any objections to the validity of the provisions raised by such determination. This section shall remain in full force and effect until such final determination is made.

SECTION 6. It is agreed that the Union Members Officers and Business Agents will work in concert with the Association in gaining help from the state authorities and local building trade councils to try to curb any non-licensed, tile contracting.